

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B4300061
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cellco Partnership/DBA Verizon 26935 Northwestern Hwy Southfield, MI 48033	Shelly Forbes	Shelly.Forebes@VerizonWireless.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 219-1821 (810) 444-5448	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: STATEWIDE WIRELESS DATA SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 4, 2014	October 31, 2016	2, one year	October 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$36,000,000.00		

Effective immediately all non-profits in the State of Michigan are authorized to use this Contract provided the Contractor remits an administrative fee of 1% on all non-profit total wireless spend, and on the sales of all equipment and supplies remitted to the Contractor.

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CONTRACT COMPLIANCE INSPECTOR:	DTMB	Linda Baker	517-636-0435	bakerl@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
STATEWIDE WIRELESS DATA SERVICES			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
2 years	February 4, 2014	October 31, 2016	2, one year
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<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$36,000,000.00

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<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$36,000,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation # . Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: 071B4300061

FOR THE CONTRACTOR:	FOR THE STATE:
Cellco Partnership/DBA Verizon	
Firm Name	Signature
Authorized Agent Signature	Jeff Brownlee, Chief Procurement Officer
Authorized Agent (Print or Type)	Name/Title
Date	DTMB Procurement
	Enter Name of Agency
	Date

1. Scope: Verizon Wireless (“Contractor”) and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance (“WSCA”), have entered into a Master Service Agreement #1907 (“Contract”) with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state’s statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state’s statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating Entity

Name	Mike Breen, Buyer State of Michigan
Address	2 nd Floor Mason Building, 530 W. Allegan, Lansing, MI 48933 PO Box 30026, Lansing, MI 48909-7526
Telephone	517-241-7720
Fax	
E-mail	breenm@michigan.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 071b4300061 and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such

attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Administrative Fee and Reporting: The Contractor must remit an administrative fee of 1% on all State (including its departments, divisions, agencies, offices, and commissions) and Extended Purchasing Program members total wireless spend, and on the sales of all equipment and supplies remitted to the Contractor under this Addendum. This Administrative Fee will reduce the generally available WSCA discount by 1% to the State and Extended Purchasing Program members. The Contractor must submit an itemized purchasing activity report, which includes the name of the purchasing entity and the total dollar volume in sales. The Contractor will provide additional reports at the request of the State.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

The administrative fee and purchasing activity report are due within 45 calendar days from the last day of each calendar quarter.

11. Extended Purchasing Program. This Participating Addendum will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

MiDEAL members utilizing this Participating Addendum understand that the Contractor is required to provide the State of Michigan and WSCA, information normally considered Customer Proprietary Network Information (CPNI) for purposes of contract administration.

The Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis

12. Employee Purchasing Program. This Participating Addendum will be extended to employees of the State of Michigan, and MiDEAL member employees. The service price plan discount of 18% will be available on all consumer available plans above \$34.99, and a 25% discount on the purchase of all accessories. If Verizon, subsequent to the effective date of this Agreement, offers a greater discount under the Master Agreement, the discount under this Addendum will automatically be adjusted.

13. First Responder (police, fire, emergency medical technician) Retiree. This Participating Addendum will be extended to first responder (police, fire, emergency medical technician) retirees. The service price plan discount of 8% will be available on all consumer available plans above \$34.99, and a 25% discount on the purchase of all accessories. If Verizon, subsequent to the effective date of this Agreement, offers a greater discount under the Master Agreement, the discount under this Addendum will automatically be adjusted.

13. Payment Deadlines. Undisputed invoices will be due and payable by the State of Michigan and MiDEAL members, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

14. Records Maintenance, Inspection, Examination, and Audit. Under MCL 18.1470, the State or its designee may audit the Contractor to verify compliance with this Contract. The Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues are resolved.

Within 10 days of providing notice, the State and its authorized representatives or designees have the right to examine, copy, and audit all records related to this Contract. The Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent

invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to the Contractor, any parent, affiliate, or subsidiary organization of the Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

14. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

15. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

16. Dispute Resolution Process. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Primary Contacts. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executives and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy.

This section does not limit the State's right to terminate the Participating Addendum.

17. Insurance Requirements. Cellco Partnership d/b/a Verizon Wireless must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Cellco Partnership d/b/a Verizon Wireless or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State of Michigan, and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
<p>Commercial General Liability Insurance</p> <p><u>Minimal Limits:</u> \$2,000,000 General Aggregate Limit other than Products/Completed Operations; and \$2,000,000 Products/Completed Operations.</p> <p><u>Aggregate Limit:</u> \$1,000,000 Personal & Advertising Injury Limit; and \$1,000,000 Each Occurrence Limit.</p>	<p>Contractor must have their policy: endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using both endorsements both CG 2010 07 04 and CG 2037 07 04; include a waiver of subrogation; and for a claims-made policy, be renewed for or provide 3 years of tail coverage.</p>
<p>Motor Vehicle Insurance</p> <p><u>Minimal Limits:</u> Vehicle liability insurance as required by law to the extent that a motor vehicle is used to perform the Services.</p>	
<p>Workers' Compensation Insurance</p> <p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>Employers Liability Insurance</p> <p><u>Minimal Limits:</u> \$100,000 Each Accident; \$100,000 Each Employee by Disease; and \$500,000 Aggregate Disease.</p>	

The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Cellco Partnership d/b/a Verizon Wireless to any indemnified party or other persons.

Cellco Partnership d/b/a Verizon Wireless must: (a) provide insurance certificates to the State of Michigan, Primary Contact, containing the Agreement number, at Contract formation and within 20 calendar days of the expiration date of each insurance policy; (b) require that subcontractors maintain the required insurances contained in this section; (c) notify the State of Michigan within 5 business days if any required insurance is to be cancelled; and not replaced; and (d) waive all rights against the State of Michigan for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

18. Order of Precedence. The parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the agreement, the following order of precedence will control: (a) this PA and the terms contained herein; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith attached hereto and made a part hereof. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

19. Entire Agreement. This Participating Addendum constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Participating Addendum are incorporated in their entirety and form part of this Participating Addendum.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]